

Animalis Terms of Service

Last Updated: September 4, 2025

Welcome to Animalis, a product of Vale, Inc. ("Vale," "we," "us," or "our"). These Terms of Service ("Terms") are a legal agreement between you and Vale, Inc. that governs your access to and use of the Animalis mobile application (the "App"), our website Vale.Vision, and any related content, products, and services (collectively, the "Service"). Vale, Inc. is a corporation formed in the State of Delaware with its principal place of business in Illinois.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A BINDING LEGAL AGREEMENT. BY DOWNLOADING THE APP, CREATING AN ACCOUNT, OR ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY.

IMPORTANT: THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION AND A CLASS ACTION WAIVER IN THE "DISPUTE RESOLUTION" SECTION, WHICH AFFECTS YOUR LEGAL RIGHTS. PLEASE REVIEW IT CAREFULLY.

1. Acceptance and Modification of Terms

By creating an Animalis account, downloading the App, or by accessing or using the Service in any way, you agree to be bound by these Terms and our [Privacy Policy](#), which is incorporated by reference. If you are using the Service on behalf of an organization or entity, you represent and warrant that you have the authority to agree to these Terms on its behalf. If you do not agree to all of these Terms, you may not access or use the Service.

We reserve the right to amend these Terms at any time. We will notify you of any material changes by posting the updated Terms on our website, through the App, or by other means of communication. Your continued use of the Service after the effective date of the revised Terms constitutes your acceptance of the changes.

2. The Service

Animalis provides a platform for managing, analyzing, and processing trail camera images using artificial intelligence ("AI"). The Service, delivered primarily through the App, includes features such as image upload, AI-powered species recognition, depth prediction, animal movement mapping, data analysis, and image storage.

You acknowledge that the Service is an informational tool for wildlife management and observation. The data generated by our AI is based on algorithms and may contain errors or inaccuracies. **DO NOT USE THE SERVICE FOR ANY PURPOSE REQUIRING PRECISE AND ACCURATE INFORMATION.** You are solely responsible for confirming the accuracy of all

information before taking or omitting any action based on the Service's output.

3. Eligibility and Account Registration

To use the Service, you must be at least 18 years of age or the age of majority in your jurisdiction. By creating an account and using the Service, you represent and warrant that you meet this requirement.

You agree to provide true, accurate, current, and complete information during the registration process. You are responsible for safeguarding your account password and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.

4. Grant of License

Subject to your compliance with these Terms, Vale, Inc. grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install, and use the App on a single mobile device that you own or control and to access and use the Service for your personal, non-commercial purposes.

5. License and Use Restrictions

You shall not, directly or indirectly: (a) use the Service for any commercial purpose without a separate license agreement with us; (b) copy, modify, or create derivative works of the Service, in whole or in part; (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service to any third party; (d) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Service; (e) remove, delete, alter, or obscure any trademarks or any copyright, patent, or other intellectual property notices from the Service; or (f) use the Service in any way that violates any applicable law or regulation.

6. User Content

As outlined in our Privacy Policy, you retain full ownership of all images, videos, data, and other content you process using the Service ("User Content"). All User Content is processed and stored locally on your device. We do not have access to your User Content unless you explicitly and voluntarily share it with us for support, feedback, or other purposes under a separate agreement.

Should you choose to share User Content with Vale, Inc., you grant us a worldwide, non-exclusive, royalty-free, perpetual, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform that specific User Content in connection with the Service and our business, including for the purposes of operating, improving, and developing our AI models and other products and services.

You represent and warrant that you own or have all necessary rights to your User Content and that its use by you and us as contemplated by these Terms does not infringe upon any third party's rights. You agree not to upload any User Content that is illegal, defamatory, obscene, or otherwise objectionable.

7. Intellectual Property Rights

Excluding your User Content, the Service and its entire contents, features, and functionality (including all software, AI models, text, graphics, and the design thereof) are owned by Vale, Inc., its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws. The "Animalis" and "Vale" names and logos are trademarks of Vale, Inc. and may not be used without our prior written permission.

8. Fees, Payment, and Subscriptions

Certain features of the Service require a paid subscription. By selecting a subscription plan, you agree to pay all applicable fees as described in the App or on our website at the time of purchase. All fees are non-refundable, except as required by law or as described in our refund policy.

If you purchase your subscription through an App Store (e.g., Apple App Store or Google Play Store), your payment will be processed by the App Store provider, and your purchase will be subject to their terms, conditions, and payment policies. You must manage your subscription, including cancellations, through the App Store.

9. Third-Party Materials and Links

The Service may display, include, or make available third-party content or provide links to third-party websites or services ("Third-Party Materials"). You acknowledge and agree that Vale, Inc. is not responsible for Third-Party Materials, including their accuracy, legality, or any other aspect. We do not assume any liability to you or any third party for any Third-Party Materials.

10. Disclaimer of Warranties

THE SERVICE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, VALE, INC., ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WITHOUT LIMITATION TO THE FOREGOING, VALE, INC. PROVIDES NO WARRANTY AND

MAKES NO REPRESENTATION THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE WITH ANY OTHER SOFTWARE OR SYSTEMS, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VALE, INC. OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF VALE, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL VALE, INC.'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICE EXCEED THE GREATER OF (A) THE TOTAL AMOUNT OF FEES YOU HAVE PAID TO VALE, INC. IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) ONE HUNDRED U.S. DOLLARS (\$100.00).

12. Indemnification

You agree to indemnify, defend, and hold harmless Vale, Inc. and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Service or your breach of these Terms.

13. Dispute Resolution: Binding Arbitration, Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof shall be resolved by **binding arbitration** on an individual basis. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. The arbitration will take place in **Wilmington, Delaware**.

You and Vale, Inc. agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. This waiver of class actions is an essential part of our arbitration agreement.

14. Governing Law

All matters relating to the Service and these Terms shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

15. Termination

We may terminate or suspend your account and access to the Service at our sole discretion, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms. Upon termination, your right to use the Service will immediately cease.

16. General Provisions

a. Entire Agreement. These Terms and our Privacy Policy constitute the entire agreement between you and Vale, Inc. regarding the Service and supersede all prior understandings.

b. Severability. If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

c. No Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof.

d. App Store Terms. If you are using the App on an iOS device, you acknowledge that these Terms are between you and Vale, Inc. only, not with Apple Inc. ("Apple"), and Apple is not responsible for the App or its content. Apple has no obligation to furnish any maintenance and support services with respect to the App.

17. Contact Information

If you have any questions about these Terms, please contact us at: legal@vale.vision